

1906-004 Chancery Causes: George M. Blankenship & vs. Trsts. of Big Stone Gap District
Lee Co. High School &

Johnson, A. & M.L. Johnson J. Orr, J. W. & W.E. Orr J. Hyatt,
Pennington, Sewell, Miles, Baker, Richmond, Goins,
Duncan, Vanhuss, Lee, Tally, Carter, Kincaid, Cook

-Deed

CA-Debt

T-Schools

Property

Churches

To the Honorable H.A.W.Skeen, Judge of the Circuit Court
Of Lee County, Virginia:

Humbly Complaining, your orators, Geo.M.Blankenship, and A.Johnson and N.L.Johnson, Lumber dealers doing business under the style and firm name of A.& N.L.Johnson, and J.W.Orr and W.E.Orr merchants and partners in trade doing business under the style and firm name of J.W. & W.E.Orr, who sue for themselves and all other ^{lien} creditors of the Big Stone Gap District High School, at Jonesville, Virginia, or as sometimes called, The Jonesville Institute, respectfully show unto your Honor:

That the said Big Stone Gap District High School is a large brick and frame school building situated in the town of Jonesville, Lee County, Virginia, under the control of the Methodist Episcopal Church, South, Holston Conference and Big Stone Gap District thereof, and is deeded to and under the control of a local board of trustees, composed of the following members, to-wit, C.T.Duncan, J.A.G.Hyatt, R.L.Pennington, D.C.Sewell, H.M.Miles, ^{B.V.F. Richmond} W.A.Baker, L.T.Hyatt, and A.M. Goins.

That said board of trustees, in the year, 1901 decided to enlarge, remodel and improve said building, and to that end R.L.Pennington, L.T.Hyatt, W.A.Baker, and A.M.Goins, members of the board of trustees aforesaid, together with S.E.Houk, were appointed a building committee to have said enlargement, remodeling and improvement made and completed, according to certain plans and specifications.

That said building committee ~~committee~~ let a certain portion of said remodeling, improvement and enlargement to contract to one R. W.Vanhuss, for the price of \$2438.00, another portion of said work was let to contract to W.S.Crowell & Co., another ^{to} O.C.Lee, another part to W.C.Talley, and a part of the brick and stone work to J.P. Graham and Will garret, while the said building committee contracted for a portion of the materials that were used in said work directly, as will hereinafter be shown.

That your orator, G.M.Blankenship furnished to the said R.W.Vanhuss, a general contractor as aforesaid, to be used in said work, and which was used in said work by said Vanhuss, framing and weatherboarding

amounting in value to one hundred and seventy dollars, for which said sum the said Vanhuss gave your said orator an order to said building committee, and which said order was accepted by R.L. Pennington, sec., and treas., for said building committee, on the 8th day of oct. 1902, said order bearing date of the 4th day of Oct. 1902; your said orator, G.M. Blankenship further sheweth your honor that he furnished for said work 5000 feet of flooring lumber for said work at the request of said building committee, at the price of \$16.50 per thousand feet, amounting to the sum of \$82.50, neither of which sums have been paid to your said orator the said G.M. Blankenship, and for which said sums aggregating the sum of \$252.50, your orator the said G.M. Blankenship, filed in the clerks office of county court of Lee county, an account and claim of lien, showing the amount and character of the materials furnished, the prices charged therefor, and the balance due, verified by the affidavit of the said G.M. Blankenship, with a statement thereto attached, declaring the intention of your orator, the said G.M. Blankenship, to claim the benefit of the lien given by section 2475 of the code, on the property described therein, and on which he claims the lien; and which said account and statement was filed with said clerk on the 26 day of ~~January~~ *December* 1902, and within sixty days from the time said building was completed; and your orator, the said G.M. Blankenship, gave notice in writing to the trustees of said building ~~notice in writing~~ of the amount ~~+~~ character of his claim. A copy of the said account, and affidavit, claim of lien and notice to said trustees, is herewith filed, marked, "A", and is prayed to be read and treated as a part of this bill.

That your orators, A. Johnson and N.L. Johnson aforesaid, furnished to the ^{said} R.W. Vanhuss general contractor, three bills of ceiling, lumber, aggregating in value the sum of \$179.35, on which said amount the sum of \$25.00 was paid said Johnsons, all of which said lumber was used by said Vanhuss in the work aforesaid, and the amount of which your orators are informed the said building committee, retained out of the price to be paid the said Vanhuss on his said contract; and there yet remains unpaid the said A. & N.L. Johnson on said lumber the sum

of \$154.35. Your orators further show unto your ^{honorable} ~~orator~~ that the said A. & N. L. Johnson filed in the clerks office of the county court of the said county of Lee, on the ^{19th} day of January, 1903, and within sixty days from the completion of said building, an account and claim of lien, ^{for said sum} showing the amount and ^{the} character of the materials furnished, the prices charged therefor, the payment made, and the balance due, verified by the affidavits of the said A. Johnson and N. L. Johnson, with a statement thereto attached, declaring their intention to claim the benefit of the lien given by section 2475 of the Code, on the property described therein, and on which the said A. & N. L. Johnson claims the lien. ^{And gave notice in writing to said Trustees of the amount & character of their said claim.} A copy of the said account and affidavit, claim of lien, and notice to said trustees, is herewith filed marked, "B", and prayed to be read and treated as a part of this bill. But your orators are advised that said notice was not necessary as said committee had notice of the amount and assumed the payment thereof to the said A. & N. L. Johnson, when they charged the same to said Vanhuss.

That your orators, the said J. W. ~~Orr~~ and W. E. Orr, also furnished for ^{the} said work various materials, both at the request of said committee and to the various contractors, all of which said material was used on said work, and on which there yet remains unpaid to said J. W. & W. E. Orr the sum of \$310.63, and for which said sum the said J. W. & W. E. Orr, on the ^{29th} day of ^{December} ~~January~~, 1902, and within sixty days from the completion of said building and work, filed in the clerks office of the county court for said county of Lee, an account and claim of lien, showing the amount and character of the materials furnished, the prices charged therefor, and the balance due, verified by the affidavit of the said W. E. Orr, with a statement thereto attached, declaring the intention of the said J. W. & W. E. Orr to claim the benefit of the lien given by section 2475 of the Code, on the property described therein, and on which they claim the lien; and gave notice in writing to the said board of trustees. A copy of the said account, affidavit, claim of lien, and notice to said trustees, is herewith filed, marked, "C", and prayed to be read and treated as a part of this bill. That a part of said account is made up of orders given by various general contractors hereinbefore mentioned, and which said orders were accepted by said building committee, to-wit,

Order from Marion Denny, \$8.75, order from R.W.Vanhuss, \$59.15, order from W.C.Talley-Painting, \$100.00.

That a portion or the work of repairing, remodeling and enlarging of the aforesaid school building, was let to contract by said committee to W.S.Crowell and S.E.Catron general contractors doing business under the style and firm name of W.S.Crowell & Co., for the price of \$, and on which there remained unpaid to said W.S.Crowell and Co., on settlement with said committee the sum of \$408.00, and in addition thereto the said W.S.Crowell and CO. held an order to said committee from R.W.Vanhuss, general contractor as aforesaid for the sum of \$108.00, making a total indebtedness due the said W.S.Crowell ^{& Co.} from said committee and against said building of \$516.00, an account of which and a claim of lien therefor was filed by the said W.S.Crowell & CO., on the 27 day of Dec. 1902, and within sixty days from the completion of the said building, in the clerk's office of the county court for said county of Lee, the said account was verified by the affidavit ^{of} the said W.S.Crowell, and to which said account there was attached a statement declaring the intention of the said W.S.Crowell & CO. to claim the benefit of the lien given by section 2475 of the Code, on the property described therein, and on which the said W.S.Crowell and CO. claims the ~~the~~ lien. A copy of the said account, affidavit, and statement is herewith filed marked, "D", and prayed to be read and treated as a part of this bill.

That on the 10th day of Jan., 1903, the said W.S.Crowell and CO. assigned their said claim and lien to the said J.W. & W.E. Orr, and that said W.S.Crowell and Company have no further claim thereto.

That there is still the sum of \$257.⁵⁷~~00~~ ~~is still~~ due and unpaid the said R.W.Vanhuss for work on said building and for which the said Vanhuss has filed his account and claim of lien on said building, and that O.C. Lee general contractor, has also perfected a mechanics lien on said building for the sum of \$ ^{455.72}, all of which your orators are informed, and so charge, is unpaid; they are informed and so charge that all the other contractors have been paid in full for the work done and materials furnished by them for said building, except the orders hereinbefore mentioned, unless it be the said W.C.

Talley, to whom there is probably a small sum still due. *And one Maria Denny also had a small contract for work work, but said Denny has been*
 That on the 20 day of August, 1902, while the said building was

being repaired, remodeled and enlarged as aforesaid, C.T. Duncan, chairman, and R.L. Pennington, Sec. of said board of trustees, together with one J.M. Carter as principal of said school, executed to C.E. Couk, trustee, a deed of trust to secure a debt of one thousand dollars, to one B.F. Kincaid, for money borrowed with which to buy furniture for said building, and most of which said money if not all was so used. Your orators are advised however and so charge that the said deed of trust is secondary to the liens of your orators aforesaid for labor done and materials furnished for said building, and that your orators have the first liens on said building and the lot of land appurtenant thereto. *A copy of said deed of trust is herewith filed marked "E" and prayed to be treated as part of this bill.*

Your orators are informed that the said Big Stone Gap High School, or Jonesville Institute, is hopelessly insolvent and absolutely unable to pay off said indebtedness, and that the said building and lot of land appurtenant thereto will have to be sold to pay said indebtedness against it, all of which said indebtedness is above set forth, and amounts to the sum of \$~~2946~~²⁹⁴⁶.70, exclusive of interest, and your orators are informed that said trustees are not personally liable for said moneys, and that your orators have the right to have the said building and the lot of land appurtenant thereto sold to satisfy their said claims together with the other liens thereon, as the same will not in five years rent for enough to satisfy said claims. *Which said lot of land is not more than is necessary for the convenient use and enjoyment of the premises.*

In consideration of the premises, and to the end that justice may be done, the prayer of your orators is that the said C.T. Duncan, J.A.G. Hyatt, R.L. Pennington, D.C. Sewell, H.M. Miles, W.A. Baker, L.T. Hyatt, S.V.F. Richmond and A.M. Coins, Trustees of the Big Stone Gap District High School, and R.W. Vanhuss, O.C. Lee, William C. Talley, J.M. Carter, B.F. Kincaid and C.E. Couk, Trustee, be made parties defendants to this bill, and that they be required to answer the same, but they need not do so under oath, that being waived; that proper process issue, and that upon a final hearing that your orators be decreed to have liens upon the said school building and the lot

fully paid except the must also give to said J. W. & W. Lee, before mentioned

of land appurtenant thereto for their respective claims together with the interest thereon, that is to say that your orator, G.M. Blankenship be declared to have alien thereon for the sum of \$252.50, with interest thereon from the first day of Dec., 1902, till paid, and A. & N. L. Johnson be declared to have alien on said building and lot for the sum of \$154/35, with interest on same from Sept 8th 1902 till paid, that said J.W. & W.E. Orr be decreed to have a lien on said building and lot of land, in their own right for the sum of \$310.63, with interest on same from the 11th day of Dec. 1902, till paid, and as assignee of W.S. Crowell & CO. to have lien on said real estate for the sum of \$516.00, with interest thereon from the 27th day of Dec. 1902 till paid; and that the said R.W. Vanhuss be required to answer whether his said lien has been satisfied, and how much if any of his claim remains unsatisfied, and that said O.C. Lee be also required to answer ^{he} whether any of his said claim remains unsatisfied, and that your orators, together with the other mechanic lien-creditors of said building, be declared to have the first liens on said real estate for their respective claims; that the said B.F. Kincaid be declared to have a lien for his debt, but that same be declared to be subordinate to your orators respective claims: that said real estate be decreed to be sold to pay the ^e liens and claims against the same, if it will not rent for enough in five years to pay said indebtedness together with the costs of this suit and commissions of renting, but in the event the same will rent for enough ^{in 5-years} to pay said claims, the interest thereon and costs of suit, that the same be so rented, and proceeds so applied. And that your orators have such other further relief as the nature of their cause may demand, and they will ever pray, etc.

Orr & Lee P.Q.

Geo. W. Blunkhush et al.

vs Bill Dr. Chas.

Lo. P. Duncan et al Trusting et al

Ordr & Noel p.d.

1903. 1st Feby rules Bill filed
Spa executed & accepted

Decree Nisi.

" 2nd Feby rules & N. Confd
& Cause set for hearing

May 2nd 1903

Cliffs Cost.

Clerk 5.79-

Tax 1.80 p.d.

Lee Sheriff 4.50 p.d. 4.00

Misc " 1.00 p.d.

County Clerk 4.75+

City 15.00

Estimated 5.00

Comr. 10.00+

47.54

4.75

10.00

5.00

14.75

Mr. G. E. Ely

for comr.

47.54

762.58

11/19/03

By J. W. Blunkhush
- Trusting et al
Clerk

To H.A.W.Skeen, Judge of the Circuit Court of Lee County;

1 The joint and several answer of C.T.Duncan, J.A.G.Hyatt, R.L.
2 Pennington, D.C.Sewell, H.M.Miles, S.V.F.Richmond, W.A.Baker, L.T.
3 Hyatt and A.M.Goins, Trustees, to a bill exhibited against them
4 in this honorable court by Geo.M.Blankenship, ~~A.~~ N.L.Johnson, &
5 J.W. & W.E.Orr.

6 Not waiving the demur this day filed in said cause, but relying
7 and insisting thereon, should other and further answer be required
8 of them, answering they say;

9 That it is true that in the year 1901, the Board of Trustees
10 of the Big Stone Gap District High School, located at Jonesville,
11 which institution is frequently called the Jonesville Institute,
12 acting in conjunction with the church authorities at Jonesville, of
13 which J.W. & W.E.Orr are two, determined to improve and enlarge said
14 school building, and in pursuance of that determination a fund of
15 three thousand dollars or more was raised for that purpose, plans
16 for the improvement were drawn, and the work, or parts of it, contrac-
17 ted for, Among others a contract was made with R.W.Vanhuss to do
18 certain parts of said work in a certain way and at a specified price;
19 another part of said work was let to W.S.Crowell & Co; another part
20 to W.C.Talley; another part to O.C.Lee; and still another part to
21 J.P.Graham and William Garrett.

22 Your orators suppose it to be true that G.M.Blankenship furnished
23 to R.W.Vanhuss a part of the lumber used by him under his contract
24 in doing the work contracted by him to be done on said house, but of
25 this they have no personal knowledge, nor do they know the kind of
26 lumber furnished, or the value thereof, and upon this allegation of
27 the plaintiffs' bill they call for full and explicit proof, nor do
28 they know whether or not the said Vanhuss gave to the said Blanken-
29 ship an order on them, or on the Building Committee, for \$170.00,
30 or any other sum, but they expressly deny that they, as a board, ever
31 accepted any such order. It is perhaps true that Mr. Vanhuss gave
32 an order to the Building Committee, which order was accepted by R.L.
33 Pennington, Secretary and Treasurer of the Building Committee, upon
34 the express condition that the same would be paid if it was ascertain-
35 ed on settlement with the said Vanhuss that there was that much due

36 him.

37 Your respondents deny that the said Geo.M.Blankenship furnished
38 for the work on said building 5000 feet of flooring lumber at the
39 price of \$16.50 per thousand feet, or any part thereof, at their re-
40 quest, or at the request of said Building Committee, and they aver
41 that if the said Blankenship furnished that amount of flooring for
42 said building he furnished ^{it} to the said Vanhuss, who is alone respon-
43 sible for ~~it~~ to the said Blankenship.

44 Your respondents deny that the said G.M.Blankenship has in any
45 way perfected or matured a Builders or Mechanics lien, or that he
46 has any such lien against said building or property, but your re-
47 spondants in no way deny their indebtedness whatever it may be,
48 but they do not desire and will not consent to pay a debt twice.
49 If there is anything due upon settlement to the said R.W.Vanhuss
50 they are willing to pay the same to the said G.M.Blankenship, if he
51 shows himself to ^{be} best entitled thereto.

52 Your respondents have no personal knowledge as to whether or
53 not A.Johnson and N.L.Johnson furnished any lumber or material
54 to the said R.W.Vanhuss, contrator as aforesaid, or if they fur-
55 nished any, how much was so furnished, but whatever sum if any-
56 thing is due to the said Vanhuss on final settlement, they are
57 ready to pay to the said Johnson or to any other person or per-
58 sons who shows him or themselves entitled to the same, but your
59 respondents deny that the said Johnsons have any builders or mechan-
60 ic's lien against said property.

70 It is perhas true that the said J.W. & W.E.Orr furnished
71 some material out of their store for said work, but if they did
72 so said goods were furnished to the contractors and not to your
73 respondents or to the building committee, or at their request or
74 the request of either of them, but your respondents deny that the
75 said J.W. & W.E.Orr perfected or matured in the Clerk's office or
76 elsewhere a builders or mechanic's lien on said property; they
77 deny that they have such lien, or that the account filed by them
78 is such a claim as could be reduced to or perfected in a lien.

79 Whatever indebtedness they have was for credit extended to said
80 contractors and should it be determined upon final settlement,

81 with said contractors that other is anything due them the same
 82 will be paid to said contractors if they show themselves to be
 83 entitled thereto.

84 It is further true that there is perhaps a sum due to W.S.
 85 Crowell & Co. for work done by them on said building, but re-
 86 spondents deny that they have perfected, matured, or in any way have
 87 a builders of mechanic's lien upon said property.

88 It is likewise true that O.C.Lee did a good deal of work on
 89 said building, and it is true that he has perfected a lien for
 90 the same, but he is in no way urgent about the collection of the
 91 same and ~~is~~ ^{has} perfectly willing to await the efforts which he
 92 knows ^{is} ~~were~~ being made to collect the money necessary to pay him and
 93 the other creditors the amounts due to them.

94 Respondents deny that R.W.Vanhuss has a lien upon said prop-
 95 erty either as a mechanic or otherwise, or that they or the build-
 96 ing committee ^{are} ~~or~~ in any way indebted to him. It is true they contract-
 97 ed with him to do a large part of the work, and they have made
 98 him large payments thereon, but he has utterly failed to com-
 99 plete his work and your respondents and the building committee
 100 have paid him fully and completely as they understand it for all
 101 the work done by him.

112 It is true that your respondents R.L.Pennington and C.T.Duncan
 103 Chairman and Treasurer of the Board of Trustees, acting by di-
 104 rection of the Board and with the consent and approval of the pro-
 105 per Church authorities, executed a deed of trust to secure to B.F.
 106 Kincaid the sum of \$1000.00 used in furnishing said building, on-
 107 ly \$250.00 of which however is due by or from said building, the
 108 residue thereof is due by J.M.Carter, and the Board of Trustees
 109 and building, by means of the deed of trust aforesaid, are in fact
 110 and in law only the sureties of the said J.M.Carter for said sum
 111 \$750.00.

112 Your respondents will now show your honor that upon the
 113 original subscription upon the basis of which said work was let to
 114 contract there are still considerable sums due; that they are col-

116 lecting the same as fast as they can reasonably do so; that they
117 have perfected and are perfecting plans by which they think the
118 entire amount necessary to pay the indebtedness of said building
119 can be raised by the middle of next June, and as soon as the same
120 can be done every cent will be paid to the creditors of said building
121 just as fast as it can be raised.

122 And now having answered said bill as fully as they are ad-
123 vised it is material to answer the same, they pray to be hence
124 dismissed.

C. J. Duncan
Pennington Bros.
G. J. Hyatt
A. M. Jones
D. C. Sewell
Geo. P. Cudde } P.D.

fact that the same as they can reasonably do so; that they
have forfeited and are forfeiting plans by which they think the
a fine amount necessary to pay the indebtedness of said building
can be raised by the middle of next June, and as soon as the same
can be done every cent will be paid to the creditors of said building
that as far as it can be raised.

And now having answered said bill as fully as they are able
viewed it is requested to answer the same, they pray to be hence
dismissed.
Within answer is accepted because
constituting no matter of defense to
the plaintiffs bill.

Per Y Noel
Counsel for Plffs.

C. T. Duncan et al Trustees
ads { du Chy.

Geo. W. Blankenship
Answer of Trustees

To the honorable J. A. W. Sheen Judge of the
Circuit Court of Lee County Virginia.
The answer of William C. Lally to a bill
filed in this honorable court against him
and others by George M. Blenkinship & others.
For answer thereto this respondent says that
he has been fully paid for his work on said
School building and that there is nothing
due him. And now having answered &c.
Orr & Seal for Deft.

Geo. M. Blaukenhip et
als.

vs. { Ant of the S. Lally.

C. L. Duncan et als.

To the honorable J. A. W. Green Judge of the
Circuit Court of Lee County Virginia.

The answer of R. W. Vanhus to a bill filed
in this honorable Court ^{against him & others} by George M. Blankenship
& others, For answer thereto or so much thereof
as this respondent is advised it is material
or necessary for him to answer, answering
he says, it is true that he was one of the
general Contractors employed by the building
Committee to perform a portion of the work
on the school building as set forth and
alleged in said bill, and he was paid for his
said work as is shown by his account and
claim of lien filed and recorded in the clerk's
office of the County Court of said County, ^{paid herewith, filed as pay herewith marked}
until there remained only the sum of \$257.50
due him, since recording said lien your re-
spondent has made further settlement with
the said building committee until now there
is only the sum of \$183.00 due your respondent.
and for which he claims is a lien upon said
property. And now having answered he prays
that he be allowed the said amount due him
as aforesaid, with interest from January 26th
1903, until paid, and his costs herein expended.
And your respondent will ever pray &c.

O. S. Hall, for
Respondent.

Geo M Blenkinship et al.
vs. Asst of R. W. Vail
C. L. Duncan et al.

C. T. Duncan et al Trustees.

ads.

George M. Blankenship et al.

Respondents say that the Complainants' bill is not sufficient in law to call upon them to answer in this Honorable Court and they demur to the same and pray judgment of their said demurrer &c. and for cause of demurrer they say that neither one of the so called builder's or mechanic's liens in the bill and proceedings mentioned are so matured or perfected as to constitute liens upon said property.

And of this they pray judgment &c.

C. T. Duncan

~~R. L.~~ Pennington Bros.

L. Y. Hyatt

Geo. P. Cridlin

D. C. Sewell

A. M. Lewis

} P. D.

C. J. Duncan et al
Trustees
vs. } In Chy.

Isa. M. Blankenship &c
Deumers of Trustees

George M. Blankenship et al

Complainants.

vs

In Chancery

C. T. Duncan et al

Defendants.

This cause came on this day to be heard upon the papers formerly read therein, and the report of J. C. Noel, special commissioner filed herein showing the ^{payment of the} ~~the~~ entire purchase money owing for the tract of land bid off in this cause, known as the Jonesville Institute property, ~~has been fully paid and discharged,~~ by and on behalf of the Board of Trustees of said Jonesville Institute, for and on behalf of the Methodist Episcopal Church, South, ^{which} ~~and~~ was done by the consent and agreement of C.T. Duncan, J.A. G. Hyatt, L. T. Hyatt, R. L. Pennington and B. F. Couk, purchasers of the said property herein before mentioned, and it also appearing to the court that the said purchasers as aforesaid, of the said property as aforesaid, are desirous and willing that a conveyance of the said property shall be made to the Trustees of the said Jonesville Institute, for the benefit of the Methodist Episcopal Church South, It is further adjudged ordered and decreed, that J. C. Noel., who is hereby appointed a special commissioner for the purpose will execute and deliver to the said Trusteesm namely: C. T. Duncan, J.A. G. Hyatt, R. L. Pennington, D. C. Sewell, W. A. Baker, L. T. Hyatt, ^{H. H. Pruden} ~~att~~ and B. F. Couk ~~for the benefit of~~ their successors in office duly appointed, for the bebefit of the Methodist Episcopal Church South, a good and suufficient deed conveying said property with covenants of special warranty in fee. And he will report his action to this term of the court. And it is also adjudged, ordered and decreed that the said C. T. Duncan, J.A. G. Hyatt, L.T. Hyatt, and R. L. Pennington be permitted to join in said deed, so as to pass from them such equitable title as the proceedings in this cause may have invested in them.

And it appearing to the court that the said J. C. Noel, commissioner as aforesaid and the said parties as aforesaid, have made and executed a deed herein referred to, ~~as parties~~ by the report of J. C. Noel filed herein, and the same being unexcepted to, is hereby approved and confirmed, and the clerk of this court will deliver said deed to said Board of Trustees. There remaining nothing further to be done in this cause, the same is hereby stricken from the docket.

George M. Blinckley
#1
v. $\frac{5}{2}$ Decree of

C. Duncan Hal Carter

Entered in C.O.B.
#8, page 172 re-

Recd. this
May, 25 1906
Hanson

George M. Blankinship, et al,

Plaintiffs.

vs.

In Chancery

C.T. Duncan, et al, Trusttes, &c.

Defendants.

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This cause came on again to be heard upon the papers formerly read in the cause, and report of sale of the school property in the bill and proceedings mentioned, by J. C. Noel, Commissioner, filed in the cause on ^{Dec} November / , 1904, and was argued by counsel.

And said report being unexcepted to, it is adjudged, ordered and decreed that the said report and the sale therein reported, ^{to C.T. Duncan, J. C. Noel, R. T. Hyatt, A. H. Drummond 17th Nov 1904} be and the same are hereby confirmed, and that said commissioner pay to those entitled, the cost in his hands, and retain for himself the commission on said sale, and when the purchase money notes are due, he will collect the same and pay the proceeds thereof to the parties entitled thereto and convey said property, by deed with covenants of special warranty, to the said purchasers, or to their assigns, and report his action thereunder to some future term of the court, and the cause is continued.

George M. Blankenship
et al

vs Decree - Confirming
Sale

C. T. Duncan et al

Entered C.T.B.

No. 7, page 571.

Enter this Decree.

Hawson

Decr 22nd / 1904.

*And that - Geo Bays likewise recover the sum of \$226.-
which also adjudged to be a lien on said property.

George M. Blaukskip, A.
and W. L. Johnson, J. W. & W. E. Orr. Plaintiffs
against

C. I. Duncan, J. A. G. Hyatt, R. L.
Pennington, D. C. Sewell, H. M. Miles,
W. A. Baker, L. I. Hyatt, L. V. F. Richmond
and A. M. Gains, Trustees of the Big
Stone Gap District High School. Defendants

In Chancery

This cause came on to be heard upon the papers
formerly read in the cause and the report of
W. G. Ely, Commissioner, filed in the cause,
June 29th 1903, and exceptions thereto, and was
argued by Counsel, On consideration thereof,
and by consent of parties, it is adjudged, ordered
and decreed that the plaintiffs A. & W. L. Johnson
recover against the defendants, as such Trustees,
the sum of \$154.35 with interest thereon from
the 8th day of September 1902, until paid, and
that B. F. Kincaid recover against said defendants,
as such Trustees, the sum of \$1000.00 with interest
thereon from the 20th day of August 1902, until
paid; and that the plaintiffs recover against
the said defendants, in like capacity, the costs
of this suit, which recoveries are each adjudged
to be a lien on the School property in the bill
and proceedings mentioned; the first recovery &
the costs, being first in point of priority against
said property, and it appearing to the Court that
the other liens mentioned in said report, have
been settled between the parties. And should
the above recoveries not be paid within ninety
days from the adjournment of this Court,
then J. C. Vail, who is appointed a commissioner
for the purpose will proceed to sell at the front door

of the Court house of this County, to the highest
 bidder, on a credit of Six & twelve months
 time, the said school property, or a sufficiency
 thereof to pay the above recoveries and the expense
 of sale, ^{which expense & costs will be required to be paid in hand,} having first advertised said sale
 for at least thirty days by written advertisements
 posted at the front door of said Court house
 and in the vicinity of said property, and executed
 hereon in the penalty of \$2500.00, before the clerk
 of this Court, conditioned according to law.
 Said Commissioner, ^{will be required to report his action} will report his action
 hereunder to some future term of this Court,
 And the Cause is continued.

George M. Bankhead
- et al.

vs. George M. Bankhead
- et al.

C. S. Duncan et al.

Entered on C. C. B.

No. 7 p. 482.

Enter this Decree.

H. C. W. Shaw
May 2nd 1904.

Geo. M. Blankinship et al. vs. C. T. Duncan et al. Trustees.

This cause came on this March 24, 1903, in vacation of Lee County Circuit court, to be heard upon the bill, the demurrer thereto, the answer of the defendants and exception thereto, and was argued by counsel: On consideration whereof, it is adjudged, ordered and decreed that said demurrer and exception be and they are each overruled; and it is further adjudged, ordered and decreed that M. G. Eay, who is hereby appointed a special commissioner for that purpose, do take and make a report to this court showing who have liens, the amount of same and their priorities against the property in the bill mentioned and described. Said commissioner before acting under this decree will give all parties interested or their attorneys ten days notice of the time and place of his sitting and this cause is continued

L.
A. B. Munsey
Clerk

H. A. W. Skene Judge
of Lee Co Circuit et

H. A. W. SKEEN,
JUDGE 17TH JUDICIAL CIRCUIT,

BIG STONE GAP, VA.,

Geo. M. Blankinship

To { Deed

C. J. Duncan & Co. Trustees

Enter This

H. A. W. Skeen

March 24, 1903

Entered on Chy O B No 7
Page 302,

Geo. M. Blankinship, et al,

Plaintiffs.

vs.

In Chancery.

C. T. Duncan, et al, Trustees &c.

Defendants.

The undersigned commissioner in this cause respectfully reports that pursuant to the decree rendered therein on the 20 th day of May, 1904, he proceeded at the frond door of the court-house of this county, on the 19th day of November, 1904, to sell a sufficientcy of that certain lot, tract or parcel of land lying and being in said county, in the town of Jonesville and known as the Acedemy Lot, together with all the buildings and improvements thereon, to pay the amount of the recovery in said decree in favor of A. & N. L. Johnson, and the unpaid cost of this suit. He first offer a sufficientcy of said lot of land to be cut off of the eastern end to pay said sum, but receiving no bid therefor, he then offered the entire property subject to the deed of trust of B. F. Kincaid, and the lien of James Bays on said property for \$26.00, mentioned in said decree, and C. T. Duncan, L. T. Hyatt, R. L. Pennington, B. F. Couk, and ~~A. M. Coins~~ ^{J. A. G. Hyatt}, offered the amount of the decree in favor of said Johnsons, together with the unpaid cost of suit and expense of sale for the said property, subject to the said two above mentioned liens, and the same was knowcked off to them at the price of \$196.38.

The said purchasers paid down to your commissioner \$12.34, the balance of the cost, and \$9.35 the commission on said sale, and for the residue of \$174/69, they executed their notes for \$87.34 and \$87,35 due in six and twelve months time respectively, bearing in terest from date, with N. E. Orr security. All of which is respectfully submitted.

J. B. Noel, Commr.

is respectfully submitted.

Very respectfully,

Secretary. All of which

are in six and twelve months time respectively, bearing in mind

the value of the stock, and the fact that the same is now in the hands of the

debtor of the stock, and the fact that the same is now in the hands of the

The said persons are now in the hands of the debtor of the stock, and the fact that the same is now in the hands of the

amounted off to them at the price of \$100.00.

subject to the said two above mentioned liens, and the fact that the

the value of the stock and the fact that the same is now in the hands of the

the amount of the stock in favor of said Johnson, and the fact that the

the amount of the stock in favor of said Johnson, and the fact that the

the amount of the stock in favor of said Johnson, and the fact that the

George M. Baughman

vs. Cairns Report of
- Sale.

C. T. Duncan et al.

Filed Dec 1st 1904.

H. C. Rowing, Clerk.

O. T. Duncan, et al, Trustees Co.

vs.

In Chancery.

Geo. M. Baughman, et al,

Defendants.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for
Lee County.

Your undersigned special commissioner begs leave to re-
port in the Chancery Cause of George M. Blankenship et al vs
C. T. Duncan et al, Trustees, that the Board of Trustees of
the Jonesville Institute, on behalf of the Methodist Episcopal
Church South , by consent of the purchasers of the property hxx
after paying to your commissioner the entire amount of the pur-
chase money with the request that the deed^{be made} to the original
parties of said suit. Respectfully submitted.

J. B. Hoel Commissioner.

George M. Blackledge.

v. 3 Reprint of
4 payments.

Dr. Duane & Co

Filed May 20, 1906.

J. H. T. Ewing,
Clerk.

[Signature]

To the Honorable H.A.W.Skeen, Judge of the Circuit Court of
Lee County , Virginia:

Your undersigned Commissioner in the Chancery cause of
G.M.Blankenship and others against C.T.Duncan and others Trustees,
pending in your honor's Court beg to report, that pursuant to the
decree entered in said cause on the 24th of March 1903, in vacation,
an extract from said decree is as follows, "M.G.Ely, who is hereby #
appointed a special Commissioner for that purpose, do take and make
a report to this Court showing who have liens, the amount of same and
their priorities against the property in the bill mentioned." and in
answer to said inquiry your Commissioner gave the parties in interest
due notice according to the decree, that I would on the 17th day
of April at my office perform the duties required of said decree ,
and on that day some of the parties were present, and the matter has
been adjourned from time to time, until it is now completed.

There has been no evidence offered before your Commissioner
except the exhibits filed with Plaintiffs bill, and from them, and from
the County Court Clerk's office of Lee County I find that the following
parties have liens against said property described in said bill and
that they are of equal dignity: G.M.Blankenship, \$170.00 with interest
from the 4th day of October 1902, till paid, and \$82.50, with interest
from December 1st '1902 till paid; and A & N.L.Johnson, \$154.35, with
interest from September 8th '1902, till paid; and J.W. & W.E.Orr,
\$310.63, with interest from December 11th '1902 till paid; and W.
S.Crowell & Co. \$516.00 with interest from December 27th '1902 till
paid; and R.W.Vanhuss \$183.00 with interest from January 27th '1903
till paid; and O.C.Lee \$455.72, with interest from the first of
January, 1903, till paid; the Claim of G.M.blankenship to \$82.50. is to
be further adjusted and settled between Blankenship and R.W.Vanhuss
and when paid by the Jonesville Institute, is to be credited on the
\$183. due R.W.Vanhuss; the amount in favor of W.S.Crowell & Co. has
been assigned to J.W. & W.E.Orr, and should be paid to them.

Your Commissioner finds all the foregoing to be first liens
against said property, and of equal dignity, and your Commissioner
has taken as proof of the justness of said claims the fact that they
have all been made out in the form required by law, sworn to, and filed
in the Clerk's office of Lee County for recordation, and from that

source he gets his proof, and as no proof has been offered against said liens.

Your Commissioner finds as second lien against said property that B.F. Kincaid has a deed of trust for the sum of \$1000. with interest from the 20th day of August 1902 till paid, your Commissioner is informed that this lien is not yet due, and it is not desired that it be pressed. It is urged by the holders of the first class of liens that they should be paid at once or the property be sold to satisfy them.

Your Commissioner has been informed that a considerable amount has been subscribed and paid, for the purpose of liquidating this debt but the parties, who desire their pay most are not being considered, but perhaps the O.C. Lee debt which has been assigned to Mr. R.L. Pennington is paid, and the \$170. debt due G.M. Blankenship has been paid, and perhaps other debts that are not liens against said property have been paid by the Building Committee, and it was hoped that I would be relieved of the burden of making a report in this cause, but as no steps were taken to settle with other creditors, I have been compelled to make this report.

Respectfully Submitted,

M. G. Ely.
Special Commissioner.

This confirmation of this report is accepted to become it is not founded upon any notice -

- (2) Because it was made after the owner had told defendants that he had become interested & declined to act -*
- (3) Because the claims of G. M. Blankenship & R. H. Vachon was disputed & the defendants had no opportunity of showing the same was paid or not owing -*
- (4) Because the same was made up & filed after owner had declared his purpose of not taking the suit -*

*Quinn, Hyatt Davis - at
Pennington Room for depts. -*

Hon H.C.Cobin.

G. M. Blankenship and others
vs. The Commissioned Report
to J. L. Hancock et al. trustee

Filed June 29th 1903
A. B. Munsey
Clerk

Commissioners fee \$10⁰⁰

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee
County.

Your undersigned special commissioner , in the chancery cause
of G. M. Blankenship et al vs C. T. Duncan et al Trustees, begs
leave to report that he executed the decree therein directing him
to make a deed to the Trustees of the Jonesville Institute, for
the benefit of the Methodist Episcopal Church South , and here-
with files said deed. Respectfully submittedM

Commissioner.

George M. Blackwell.
V³ Report of Deeds.

Of Deacons. It is

Filed May 25, 1906

Janesville Institute, by R. L. Pennington, W. A. Baker, L. I. Hyatt, and S. E. Houk building Committee.

1902.

For

To George M Blankenship

Dr.

For amount due me for framing and weatherboarding used by R. W. Vanhuss general Contractor for the wood work, except 3rd story, in repairing said building and erecting additions thereto, and which was agreed upon in settlement between said Vanhuss & myself, and for which he gave me an order to said Committee, Oct 4th/1902, and which was accepted by R. L.

Pennington Secy & Tr of said Committee, Oct 8th/1902 - \$170.00
For 5000 feet of flooring furnished for said building at \$16.50 per m

Total

82.50

\$ 252.50

Virginia, Lee County, to wit: -

I George M Blankenship do solemnly swear that the foregoing account against the Janesville Institute is correct and just, and that the above amount of \$252.50, and interest thereon from December 1st/1902, is justly due me and unpaid. So help me God.

George M. Blankenship

Sworn to and subscribed before me this the 26th day of December 1902.

I George M Blankenship hereby declare my

intention to claim the benefit of the above
and foregoing lien for the sum of \$252.50 with
interest thereon from the 1st day of December
1902 until paid, against the Janesville Institute,
the same being the brick and framed school
building at Janesville Va. of that name, and
including the lot of land on which the said
building is located. December 26th 1902.

George M. Blankenship

To C. I. Duncan, R. L. Pennington, L. J. Hyatt, W. A.
Baker, J. A. G. Hyatt, D. B. Sewell, and A. M. Goins,
Trustees of the School property at Janesville, Va.
known as Janesville Institute - Gentlemen,

You will please take notice that the amount and
character of my lien claimed by me against said
property is fully and correctly set forth in the
foregoing account, affidavit and declaration, and
which I have this day had recorded in the Clerk's
office of the County Court of Lee County Va.
December 26th 1902. George M. Blankenship

George M. Blankenship

Mechanics Lien and
- notice

Janesville Institute.

We accept legal service
of the within notice.
Dec 26th 1902.

J. A. G. Hyatt

L. J. Hyatt

A. M. Goins

W. A. Baker

C. I. Duncan

A.

C.T.Duncan,J.A.G.Hyatt,R.L.Pennington,D.C.Sewll,H.M.Miles,W.A. Baker,L.T.Hyatt,S.V.F.Richmond,and A.M.Goins,Trustees of the

Big Stone Gap District High School,at Jonesville,Va.,sometimes called the Jonesville Institute,To

A.Johnson and N.L.Johnson,Lumber Dealers,doing business under the style and firm name of A.& N.L.Johnson,

Dr.

Aug.4th,1902, To 7160 feet of ceiling,@\$12.00 per ~~1000 ft~~ \$85.92

Aug.29,1902, To 2054 feet of ceiling,@ \$15.00 per 1000ft. \$30.80

Sept.8,1902, To 5219ft.of ceiling,@\$12.00 per 1000ft. \$62.62

Sept.6th,1902, Cr.by cash,\$25.00

Amount to balance...~~and still due~~..... \$154.36

A. Johnson
N. L. Johnson } Copy

Virginia, Lee County to-wit:

I, J. F. Skoggy a justice of the peace in and for the county and state aforesaid do certify that A.Johnson and N.L.Johnson personally appeared before me in my county aforesaid, and made oath to the correctness of the foregoing account.

Given under my hand this 19th day of January, 1903 J. F. Skoggy J.P. Copy

We, A.Johnson and N.L.Johnson, partners and lumber dealers, doing business under the name of A. & N.L.Johnson, in the county of Lee and commonwealth of Virginia, subcontractors, do hereby declare our intention of claiming a mechanic's lien on all that certain brick and frame school building, situate and being in the county of Lee and town of Jonesville, ~~formerly~~ known as the Big Stone Gap District High School, and now called the Jonesville Institute, and the lot appurtenant to said building to secure the payment of one hundred and fifty four dollars and thirty five cents, with interest from the 8th day of September, 1902, being the balance of a debt contracted for materials furnished, as shown by the account to which this statement is attached, for the construction, repair and improvement of said building and appurtenances, of which the trustees mentioned in the heading of the account aforesaid, are the owners or reputed owners, and at the instance and request of one R.W.Vanhuss, the said R.W.Vanhuss being the general contractor; which said building, situated as aforesaid, was completed within the ~~thirty~~ sixty days next preceding the filing of this claim. And the said A.Johnson and N.L.Johnson, partners and lumber dealers as aforesaid, claim to have a lien on ~~the lot appurtenant~~

on said building and the lot or piece of land appurtenant to said building from the commencement thereof for the aforesaid sum and interest, according to the statute in such case made and provided; and the said claimants herewith file an account showing the nature and character of the materials furnished, the price charged therefor the payments made, and the balance due, verified by oath.

Witness our hands this 19th day of January, 1903.

A. Johnson
N. L. Johnson *copy*

Virginia, Lee County, to-wit:

I, J. F. Skaggs a justice of the peace for the county aforesaid in the state of Virginia, do certify that A. Johnson and N. L. Johnson whose names are signed to the foregoing writing, dated the 19th day of January, ~~1903~~ 1903, have acknowledged the same before me in my county aforesaid.

Given under my hand this 19th day of January, 1903.

J. F. Skaggs J.P.

To G. T. Duncan, J. A. G. Hyatt, R. L. Pennington
D. L. Sewell, A. M. Miles, W. A. Baker, G. T. Hyatt,
S. V. H. Richmond and A. M. Goins Trustees of
the Big Stone Gap District High School.
You are hereby notified that we have this day
filed with the Clerk of the County Court of Lee
County Virginia for proper recordation the originals
of which foregoing account, the affidavit therewith,
the Declaration thereto annexed, together with the justice's
certificate of acknowledgment, are copies, and
that we claim a lien thereon on the said Big Stone
Gap District High School building and lot appur-
tenant thereto, for said claims.

Very Respectfully,

A. Johnson
N. L. Johnson
By counsel.

July 21st 1903.
Service of the
within Notice
is hereby accepted.
R. L. Pennington Secy &
Tr. Jonesville Institute
Pres. & Trustees.

J. A. G. Wyath Trustee.

L. L. Hyatt, Trustee

A. M. Guines

B.

JONESVILLE INSTITUTE BY R. L. Pennington, W.A.Baker, L.T.

Hyatt and S.E.Houk, Building Committee.

To J. W. and W. E. Orr, Debtor.

1902.

Nov. For Materials furnished, and orders accepted by said building committee in our favor from R. W. Vanhuss, General Contractor for the wood work, except third story, in repairing said building and erecting additions thereto, ~~as follows~~ and other contractors, as follows:

July 9".	5# Nails	.20
" 12".	6# of nails	.24
" 15".	6# of nails	.24
Aug. 20"	10 gal. Paint	\$17.00
" 22nd.	2 Bbls. Cement	5.63.
" 29".	Oder from Marian Denny- Rock work.	8.75.
Sept. 3rd.	15# nails	.60
" 13".	Accepted order from R. W. Vanhuss.	59.15
" 24".	Accepted order, W. C. Talley - Painting.	100.00
Oct. 8".	12123 brick, at \$9.00	109.10
	1200 Brick to Bill Garrett, at \$8.00	9.60
Nov. 22nd.	Paid J. K. P Graham work on chimneys.	10.00
Dec. 11".	3# nails	.12
		<hr/> \$320.63.
Sept. 11".	By cash from Elcanah Flanery	10.00
	Balance due	<hr/> \$310.63

Virginia, Lee County, To-wit:

I, W. E. Orr, member of the firm of J. W. & W. E. Orr do solemnly swear that the foregoing account against the Jonesville Institute is correct and just, and that the balance of \$310.63 shown above, and interest thereon from Dec. 11th, 1902, is justly due and unpaid. So help me God.

W E Orr

Sworn to and subscribed before me this the 26 day of December, 1902.

H. C. Joslyn J. P.

We, J. W. & W. E. Orr hereby declare our intentions to claim the benefit of the above and foregoing lien for \$310.63 with interest

est thereon from December 11", 1902 until paid, against the
Jonesville Institute, the same being the brick and framed school
building at Jonesville, Virginia, of that name, and the lot of
land ~~on~~ which the said building is located. Decemcer, 26", 1902.

J. W. & W. E. Orr

To C. T. Duncan, R. L. Pennington, L. T. Hyatt, W. A.
Baker, J. A. G. Hyatt, D. C. Sewell and A. M. Goins, Trustees
of the school property at Jonesville, Virginia known as Jonesville
Institute- Gentlemen:- You will please take notice that the amount
and character of our lien claimed by us against said property
is fully and corre xtly set forth in the foregoing account,
affidavit and declaration, and which we have this day had recorded
in the Clerk's Office, of the County Court of Lee County, Virginia.

This December the 26th, 1902.

J. W. & W. E. Orr

VIRGINIA, LEE COUNTY COURT CLERK'S OFFICE: The 26th day of December,
1902. The foregoing Machanic's lien claimed by J. W. & W. E. Orr
against Jonesville Institute and affidavit and declaration there-
to attached, was this day filed in my office and recorded, at 10 o'clock
A. M.

Justus B. Morgan

J. W. & W. E. Orr.
vs { Mechanic's Lien
{
{
Jonesville Institute.

- Recorded in Deed
- Book No 39 page 449 &c

Examined Dec 29, 1912
Indexed

6

Paid
Clerk 75 cts -

The Jonesville Institute Building Committee To W. S. Crowell & Co - General Contractors

1902
Dec. 27

Dr.

Cr

To Balance due them
upon account for work
done & supplies furnished
& done on the Jonesville
Institute Building,
as per account this day made
with the Committee
" Bal. on orders given by
R. W. Vaukum & accepted
by Committee -
" Total Balance due -

408 00

108 00

\$516 00

Virginia, Lee County, to wit:

I, B. M. Morgan, clerk of the County Court for Lee County, do hereby
certify that W. S. Crowell, a member of the firm of W. S. Crowell
and Company, this day appeared before me in my county and State
and made oath that the foregoing account against the Jonesville
Institute amounting to the sum of \$516.00, is true, just and
unpaid. Given under my hand this the ^{27th} ~~29th~~ day of Dec., 1902.

B. M. Morgan Clerk.

We, W. S. Crowell and S. E. - Catron, partners

under the firm name of W. S. Crowell and Co., doing a general
business of contractor's work, having done the work mentioned
in the foregoing attached bill on the Jonesville Institute
building under a contract with the Building Committee appoint-
ed by the Board of Trustees of the said school building,
hereby declare our intention to claim our mechanic's lien on
the said property on which said work was done and supplies
furnished, which lot of land and property is situated in the
town of Jonesville and now known as the Jonesville Institute,
being a lot of land belonging to the M. E. Church South, and held
by a board of trustees for the said church, which lot is situated
on what is generally called Academy street in the town of
Jonesville, and contains about 2 acres of land on which is situa-
ed the Jonesville Institute building, formerly known as the
Big Stone Gap District High School building.

W. S. Crowell & Co

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County, the
27th day of December 1902. The foregoing mechanics lien was presented
and admitted to record.

Teste; B. M. Morgan

Clerk.

For value received we assign to J. W. & H. E. Orr
the within lien for \$576.00 on the Jonesville
Institute, being the School building at Jonesville Va.
January 10th 1903.

W. S. Brownell & Co

W. S. Crowell & Co
vs Mechanics Lien
Joiceville Institute

Recorded in Deed
Book No 39 page 489

Examined Dec 30, 1902
Index id

Q

clerk 75-Cts Paid

Filed for Record Dec. 27th

1902.

B. M. Morgan Clerk

THIS DEED OF TRUST made and entered into this the 20th day of Aug. 1902, by and between C. T. Duncan Chairman, and Robert L. Pennington Secretary, of the Board of Trustees of the Big Stone Gap District High School and J. M. Carter Principal, thereof parties of the first part and C. E. Couk, Trustee, party of the second part,

Whereas, the District Conference for the Big Stone Gap District of the Holston Conference, of the M. E. Church South, at its annual session held at Gate City in June 1902, authorized the said Board of Trustees of the said school to borrow the sum of One thousand dollars and to encumber the said property as security for the same; and

Whereas the Circuit Court for Lee County by an order entered at the July Term 1902, authorized and empowered the said Board of Trustees to borrow such sum of money as they saw fit and to encumber said property as security therefor; and Whereas the said Board of Trustees at a meeting of said board authorized and empowered the said C. T. Duncan, Chairman, of said Board and Robert L. Pennington, Secretary of the same, to execute and deliver a deed of trust to secure said sum of money for and on behalf of the said board of trustees, conveying said school property to a trustee for that purpose; and Whereas J. M. Carter has been elected by the said Board as Principal of the said school, and the said Board of Trustees, have agreed to furnish to him on a loan the sum of \$750.00 to be repaid by the said Carter to the said Board in equal installments of \$250.00 each, payable in one, two & three years respectively, with interest payable quarterly on the whole sum from the date of the loan; And

Whereas the said J. M. Carter has agreed to ^{join} ~~borrow~~ in the said deed of trust and encumber the household and boarding house supplies and fixtures as additional security for the said \$750.00 which may be now in the said building or which may hereafter may be brought in the same; And whereas B. F. Kincaid has agreed to furnish the said Board of Trustees said sum of \$1000.00, Now, Therefore This Deed Witnesseth, that for and in consid-

eration of the premises, and the further consideration of the sum of One dollar in hand paid the receipt of which is hereby acknowledged, ^{and} ~~then~~ in order to more effectually secure the payment of the said sum of money, the said C. T. Duncan, Chairman, Robert L. Pennington Secretary, for and on behalf of the said Board of Trustees doth hereby grant, bargain, sell, release and convey unto the said C. E. Couk, that certain tract or parcel of land lying and being in the County of Lee in the town of Jonesville, and known as the Academy lot and bounded as follows ; On the south by Academy street, on the east by cross street and on the North by the lands of C. B. Gibson, and on the west by the lands of C. B. Gibson, containing two acres more or less, together with the all the buildings and all the improvements thereon, appurtenances and fixtures thereunto belonging, or in anywise appurtenant, also all desks and other fixtures and apparatus belonging to said school building. And the said J. M. Carter doth hereby grant, and convey, assign, sell and set over to said C. E. Couk Trustee, all the fixtures and furniture in said building belonging to the said J. M. Carter, consisting of 3 Kimball pianos, iron bedsteads, dressers, wash-stands, mattresses, bed-springs, carpets, shades to windows, chairs, cookstove, and vessels, tables of all kinds, crockery, chinaware, glassware and lamps. To have and to hold the said property to the said C. E. Couk, and his heirs and assigns and successors forever.

IN TRUST; nevertheless, and for the use, interest and purpose following and no^otherto-wit; That the said Board of Trustees and the said J. M. Carter are to be suffered to remain in quiet possession of the said property untill default is made in the payment ^{of} ~~in~~ the said sum of money, then upon the further trust, that as soon after ^{of} ~~such~~ default as the said B. F. Kincaid shall request, then the said C. E. Couk Trustee, shall after having advertised, the time, terms and place of sale for at least thirty days proceed to sell at public outcry to the highest bidder for cash in hand, at the front door of the Court-house of said county, enough of said

property as shall be necessary to pay any balance that may be owing, and out of the proceeds of the sale he will first pay the costs attending the execution of this deed of trust, secondly, he will pay any balance that may be owing the said B. F. Kincaid, or his heirs or assigns or personal representatives, together with any interest that may have accrued that has not been paid, and the remainder he will pay over to the said Board of Trustees and the said Carter. It is expressly agreed and understood that in case the interest is not paid on said sum of money as the same shall fall due in 30 days after the same shall have fallen^L due, or if the payment of the principal is not paid within 30 days from the time they fall due and upon such default the said B. F. Kincaid shall deem it expedient to have this deed of trust enforced, then the whole of such debts as shall not be paid at the time such default shall become due and payable, and this deed of trust shall be enforced for the whole sum that is then owing.

It is also agreed that in making a sale under this deed of trust, that if such sale is being made to pay the money which is furnished the said J. M. Carter or any part thereof, that said trustee, shall first make sale of the property herein conveyed by said Carter, before resorting to the property of the said Board of Trustees, and if it be to pay the the remaining \$250.00 that said trustee shall first make sale of the desks, and other fixtures before resorting to the sale of the real estate, it is also expressly agreed and understood that said ^eschool property and said fixtures^{and furniture} hereby conveyed shall be kept insured by said Board and by said Carter for an amount not less than double the amount of this debt hereby secured, and that said insurance policies shall be properly assigned to secure said debt in case of loss by fire. It is also agreed that if any time the said Board and said Carter should fail to keep said property so insured the said B. F. Kincaid shall have the right to have said property insured for his benefit, and charge the amount of the premium paid for the policy of insurance up to the amount owing and secured by this deed of

trust, and enforce payment thereof along with principal of this debt.

Now if the said Board of Trustees and said Carter shall well and truly pay said debt and make no default therein, together with the interest thereon and the premium on said insurance policy, then this deed shall be void, otherwise remain in full force and virtue.

Witness the following signatures and seals, the day and year first above written.

C. T. Duncan, (Seal)

Chairman of said Board of Trustees.

Robt. L. Pennington (Seal)

Secretary of said Board of Trustees.

J. M. Carter (Seal)

Virginia, Lee County to-wit;

I, George P. Cridlin, A Notary Public in and for the County of Lee and State aforesaid, do hereby certify that C. T. Duncan, Robert L. Pennington and J. M. Carter whose names are signed to the foregoing writing bearing date on the 25th day of Aug., 1902, this day acknowledged the same before me in my County and State aforesaid. Given under my hand this 25th day of Aug., 1902. My Commission expires January 12th 1905.

Geo. P. Cridlin.

Virginia, ~~Lee~~ Lee County to-wit;

In the Office of the Clerk of the County Court for said County, the 27th day of August 1902. This deed was presented and together with the certificate thereto annexed, admitted to record at 1 o'clock P. M.

Teste; B. M. Morgan, Clerk.

A Copy Teste; *B. M. Morgan* Clerk.
(D. B. 39 page 235 &c)

C. T. Duncan Chairman
To { Deed
C. E. Cook Trustee

Copy

E

Clerk #1. 25-

1892.
Nov.

Janesville Institute, by R. L. Pennington, W. A. Baker, L. T. Hyatt and S. E. Hank building Committee.

To George M. Blankenship.

Dr.

For amount due me for framing and weather boarding used by R. W. Vanhus general contractor for the wood work except 3rd story, in repairing said building and erecting additions thereto, and which was agreed upon in settlement between said Vanhus & myself, and for which he gave me an order to said Committee October 4th 1892, and which was accepted by R. L. Pennington Secy & Tr of said Committee ^{Oct 8th 1892} \$170.00
For 5000 feet of flooring furnished for said building at \$6.50 per m. 82.50
Total \$252.50

Virginia, Lee county, to wit:-

I George M Blankenship do solemnly swear that the foregoing account against ~~the~~ the Janesville Institute is correct and just, and that the above amount of \$252.50 and interest thereon from December 1st 1902, is justly due me and unpaid, So help me God.

George M. Blankenship

Sworn to and subscribed before ^{me} this the 26th day of December 1902.

B. M. Morgan

Clerk.

I George M Blankenship hereby declare my intention to claim the benefit of the above and

foregoing lien for the sum of \$252.50 with interest thereon from the 1st day of December 1902 until paid, against the Jonesville Institute, the same being the brick and framed school building at Jonesville Va. of that name, and including the lot of land on which the said building is located. December 26th 1902.

George M. Blankenship
Virginia, Lee County Court Clerks office.
the 26th day of December 1902.

The foregoing Mechanics lien claimed by George M Blankenship against Jonesville Institute, and affidavit and declaration thereto attached, was this day filed in my office and recorded.

Teste: B. M. Morgan Clerk.

George M. Blaukenship,
vs { Mechanics Lien
J³onesville Institute.

Recorded in Deed
Book No 39 page 458

Examined Dec 30, 1882
Indexed

Clerk 75 Cts.

Land Sale.

George M. Blankinship, et al,
C. T. Duncan, ^{vs.} et al, Trustees &c. IN CHANCERY.

Pursuant to decree of the Circuit Court of Lee County, Virginia, at the May
term, 1904, in the above styled cause, the undersigned will, at public outcry, at
the front door of the Courthouse of said county, on the 19th day of the ~~first~~ XIX November
~~term, 1904~~, ~~of the County Court of said county~~, proceed to sell, to the highest and
best bidder, on a credit of six and twelve months time, except so much
as may be necessary to pay the cost of suit and expense of sale [which are required
to be paid in hand], the following described property: That certain lot,
tract or parcel of land lying and being in Lee County, Virginia,
in the town of Jonesville, and known as the Academy Lot and bounded
as follows: On the south by Academy Street, on the east by cross
street, on the north by the lands of C. B. Gibson, and on the
west by the lands of C. B. Gibson, containing two acres more or
less, together with all the buildings and all the improvements there-
on or a sufficiency thereof to pay the recovery in said decree in
favor of A. and M. L. Johnson and the cost of this suit and
expense of sale.

Bonds with good and approved personal security will be required of the purchaser
for the deferred payments. This 17th day of October, 1904

J. C. Keel, Commissioner.

The Bond required by Law has been given.

W. E. Haunoy, Clerk.

George M Blankenship
et al
vs
Advertisement
B. T. Duncan et al

Trynq 251e

List of Claims vs. Jourselle Int.

G. M. Blomquist ship -	170 00	
Int -	6 68	176 68
A. R. Johnson -	154 35	
Int to Jan 1, 1903 -	6 73	161 08
J. H. T. H. E. Or -	310.63	
Leon Shulton Or -	13.00	
Int.	297 63	
Crouse & Co for Ors -	874	
Int from Dec. 27,	516 00	
	13 15	835 52
B. F. Kincaid -	250 00	
Int to Jan 1, 1903 -	10 00	260 00
Balmer dues R. L. P. Advances on desks		29 66
H. H. Prichard for furs, lumber	6 00	
R. H. Vachon order -	30 00	36 00
Couch Bros for Vachon -	128.55	
" " " Graham	1948	
Int from Jan 1, 1903	148 03	
	444	
	143 59	
Or. by B. F. Crouse Sub. to Vachon	25 00	118 59
Silas Griffin for Vachon -		42 95
Com Stewart for Vachon -		17 60
T. J. Morgan on order Vachon	11.00	
" " Act "	1 50	1250
O. C. Lee Act.	360 58	
Int from Dec. 1, 1903	108 0	370 38
		2061 96
R. H. Vachon inserted claim -		
J. A. L. Hyatt's small claim Lime & Bal on brick		15 00
Couch Bros		7 13
Add Costs of suit		2084 09
		2121 63
Amount of subser foliose		2069 66
Add exp. ap. vs Graham		51.87
		56 78
		58 58

Jonesville ~~Academy~~ Building by
R. L. Pennington, et als,
Building Committee

To O. C. Lee, mechanic, Dr.
To Paint, Oils &c furnished for
Building \$ 223.41
To taking of 36 sq. & 38 ft roof 9.19
" 95 sq. & 61 ft at 5.75 cts per sq. 549.75-
" 1 final 13.00
" putting 2 squares on privies 3.00
" Paint & painting Institute roof 33.46
" 373 ft Box Gutter 67.14
12 mitres 3 times 6.48
" 22 ft spout 23.10
Paint & painting Gutters 3.73
" 180 ft shingle roof @ 6.60 11.80
" 33 ft @ 3.13, Double spt 60, cut off 75- 4.48
Soldering holes, cleaning gutter &c. 1.25-
\$ 951.69
By Cash & Subscription 495.97
Balance due \$ 455.72

I, O. C. Lee, do solemnly swear
that the foregoing account against
the Jonesville Academy Building,
is correct and just, and that
the Balance of \$455.72 shown above
is justly due and unpaid. So help

me God

O. C. Lee
Subscribed and sworn to this Dec. 24, 1902

B. M. M. organ

clerk

I, O. C. Lee, hereby declare my intention to claim the above and foregoing lien for \$453; 72, ^(the balance) against the Jonesville Academy Building, the same being for material furnished and work done on said Building, ^{which was completed the 4th day of Dec. 1902} And I claim to have a ^{mechanics} lien on the said Building and the lot or piece of ground, for the sum aforesaid according to the Statute in such case made.

Witness my hand and seal this the 24th day of December 1902.

O. C. Lee

Virginia, Lee County to-wit;

In the office of the Clerk of the County Court for said County the 24th day of December 1902.

The foregoing lien was presented and admitted to record.

Test: B. M. Morgan Clerk

C. C. Lee
vs Mechanics Lien
Jonesville Institute

Recorded in
Deed Book no 39
page 447

Examined Dec 29, 1902
Indexed

Clerk 75-cts

Filed for Record Dec 24th
1902

C.T.Duncan, J.A.G.Hyatt, R.L.Pennington, D.C.Sewell, H.M.Miles,
W.A.Baker, L.T.Hyatt, S.V.F.Richmond, and A.M.Goins, Trustees of
Jonesville Institute, formerly called the Big Stone Gap District
High School, In account with,

R.W.Vanhuss,
1902.

Dr.

To rebuilding and remodeling said Jonesville Institute
as per contact made with L.T.Hyatt, W.A.Baker, S.E.Houk,
R.L.Pennington, Building Committee, entered into on the
2nd day of October, 1901, \$2488.00

To labour and materials performed and furnished for
the extre repairs herinafter mentioned and specified,
and not included in said written contract

To-wit:

(1) To 300ft. of framing used to raise new building on a level w

a level with old building, @ \$1.20 per 100ft., \$ 7.20 0

To labour in raising new building on level with old, .. \$ 13.15 0

To 50lbs of nails, used in raising said new building, .. \$ 1.80 0

To 250ft. of siding used in raising said new building
@ \$13.00 per 1000ft., \$ 3.25 0

(2) to leveling foundation, \$ 4.00 0

(3) To cutting off corner of old Dining-room, \$ 1.50 ✓

(4) Removing old rafters and sheeting, \$ 5.00 0 *not using*

(5) To casing old door, (front of Old Building), \$ 1.00 ✓

(6) To labor in building two water closets, \$ 16.15 ✓

To 205ft. of lumber for water closets, @ \$1.00 per 100ft. ✓ 2.05 ✓

To 27lbs of nails for water closets, @ \$1.08 per 100lbs ✓ .29 ✓

To four prs. butts for closets (water closets) ✓ .25 ✓

(7) Removing old partition and putting in girder, \$ 12.15 ✓

To 50ft. of ceiling for girder @ \$1.60 per 100ft. ✓ .80 ✓

(8) To ceiling around old doors, down stairs, \$ 3.50 ✓

To 27ft. of casing for old doors, @ 2cts. per foot, \$.54 0

(9) 4lbs. nails for putting down seats, \$.17 ✓

(10) To removing old window, *and* filling up space, \$.62 0

To 40ft. of lumber for filling space of said window ✓ .40 0

(11) To putting in girder, \$ 3.50 0

To saw bill for posts to put under girder, \$.60 ✓

(12) To 164ft. of ceiling used up stairs, old building, ✓ 2.63 0

(13) To labor on doors, *and windows* old building (up stairs), \$ 2.25 0

To ceiling and nails up stairs for old building, \$.17 0

(14) To labor fixing old ceiling, up stairs, \$ 1.00 0

(15) To casing for doors and windows, for old building

up stairs, ? \$ 1.10 0

To labor *fixing* on same, \$.50 0

(16) To extra labor on hand rail, at request of committee ✓ 3.75 0 - *too much*

Total for labor and materials as set out above

(17) To putting up 250ft. siding around new building
when raised to level of old building \$ 1.62 0

Total for labor and materials as set out above, \$2979.04

Credited by the following items received from
building committee, to-wit:

2488.00
91.04

By paid Couk Bro.....	\$ 20.00	✓
By " " " "	\$ 152.84	✓
By order to J.W. & W.E. Orr.....	\$ 75.00	
By check.....	\$ 125.00	✓
By check	\$ 100.00	✓
By amt. of note.....	\$ 3.25	
By cull lumber, from R.L. Pennington, receiver, //.....	\$ 49.15	
By check.....	\$ 50.00	✓
By check.....	\$ 50.00	✓
by cash pd W.N.G. Barron.....	\$ 7.50	
By cash	\$ 441.04	✓
By cash paid Silas Griffin.....	\$ 4.00	
By check.....	\$ 75.00	✓
By cash paid Orr & Brown for G.M. Blankenship.....	\$ 15.00	
By cash paid Couk Bro.....	\$ 220.00	✓
By check	\$ 10.00	
By order to C.C. Hyatt.....	\$ 25.00	✓
By check.....	\$ 10.00	✓
By Order to W.E. Orr.....	\$ 100.00	
By check.....	\$ 25.00	✓
By amount paid by L.T. Hyatt.....	\$ 20.00	
By amount paid John Bowling.....	\$ 1.75	
By cash paid Couk Bro.....	\$ 17.99	✓
by cash paid Couk Bro.....	\$ 22.67	✓
By cash	\$ 10.00	✓
By W.S. Cox's Subscription.....	\$ 10.00	
By order to J.O. Gibson & CO. //.....	\$ 15.00	
By order to C.A. Russell.....	\$ 50.00	
By order to C.A. Russell.....	\$ 2.75	
By check.....	\$ 128.00	✓
By order to H.H. Pridemore.....	\$ 30.00	
By order to A.J. Fitts.....	\$ 12.06	
By amount of subscription to building.....	\$ 50.00	
By order to Crowell & Catron.....	\$ 75.00	
By order to A. & N.L. Johnson for ceiling.....	\$ 85.92	✓
By check.....	\$ 35.00	✓
By order to A. & N.L. Johnson for ceiling.....	\$ 30.80	✓
By order to J.W. & W.E. Orr.....	\$ 50.16	
By order to H.J. Morgan.....	\$ 11.00	
By Order to A. & N.L. Johnson for ceiling.....	\$ 62.63	✓
By order to W.S. Crowell & CO.....	\$ 133.00	
By check.....	\$ 25.00	✓
By order to Cain Stewart.....	\$ 18.60	
By order to G.M. Blankenship.....	\$ 170.00	
By Order to Silas Griffin.....	\$ 53.95	
By order to John Wynn.....	\$ 29.99	
By order to Couk Bro.....	\$ 128.55	
Total amount paid.....	\$ 2311.54	

40

Balance still due and unpaid..... \$257.50

R W Vanhuss

Virginia, Lee County, to-wit:

I, J.F. Skaggs, a justice of the peace in and for the county and state aforesaid do certify that R.W. Vanhuss personally appeared before me in my county aforesaid and made oath to the correctness of the foregoing account. Given under my hand this 26th day of January, 1903.

J F Skaggs J.P.

I, R.W. Vanhuss, in the county of Lee and commonwealth of Virginia, general contractor, do hereby declare my intention of claiming a mechanic's lien on all that certain Brick and frame school building, situate and being in the town of Jonesville, in the said county of Lee, formerly called the Big Stone Gap District High School, and now called the Jonesville Institute, and the lot or piece of land

R. W. Vanhuss
vs { Mechanics Lien.
B. J. Duncan et al.

Recorded in Deed
Book no 39 page 554
Examined Feb. 6, 1903
Decided

Clerk \$1.25-

Filed Feb. 4th 1903

appurtenant ^{to} said building, to secure the payment of two hundred and fifty seven dollars and fifty cents with interest from the 26th day of January 1903, being the balance of a debt contracted for labor done and materials furnished, as shown by the account to which this statement is attached, for the construction, repair and improvement of said building and appurtenances, of which the trustees mentioned in the heading of the account aforesaid, are the owners or reputed owners, and at the instance and request of said trustees, and the building committee named in said account, and which committee represented said trustees; which said building, situate as aforesaid, was completed within the sixty days next preceding the filing of this claim. And the said R.W. Vanhuss claims to have a lien on said building and the lot or piece of land appurtenant to said building from the commencement thereof for the aforesaid sum and interest, according to the statute in such case made and provided; and said claimant herewith files an account showing the nature and character of the labor done and materials furnished, the price charged therefor, the payments made, and the balance due, verified by oath.

Witness my hand this 26th day of January, 1903.

R.W. Vanhuss

Virginia, Lee County, to-wit:

I, J.F. Skaggs, a Justice of the peace in and for the county aforesaid in the state of Virginia, do certify that R.W. Vanhuss whose name is signed to the foregoing writing, dated the 26th day of January, 1903, has acknowledged the same before me in my county aforesaid. Given under my hand this 26th day of January 1903.

J.F. Skaggs J.P.

Virginia, Lee County to-wit;

In the Office of the Clerk of the County Court for said County, the 4th day of February 1903. The foregoing writing was presented, and together with the certificate of acknowledgment thereto annexed, admitted to record.

Teste; R. H. Morgan -----Clerk.

R. W. Vanhuss.
Acct & Liev

2

Date Aug 25 - 1902 -

45.16. Cr -

Main amt \$244.17
Off - Sub - Amt

$$\begin{array}{r} 27.32 \\ 5 \overline{) 216.85} \\ \underline{43.37} \end{array}$$

Carriage note

\$76.68

215.07

POWELL'S VALLEY BANK,
JONESVILLE, VIRGINIA.

Debit

4
2
0

256

117

Sale of Amesville Institute property by
Jas B. Conner, Nov 19th 1904.

To be paid down Costs & Com. \$21.69
Notes on 6x12 Mts for ~~\$87.34~~ ^{\$87.35} - 174.69

Five parties, each one fifth \$39.28 \$196.38

B. F. Bank paid ^{Int. Mts} May 26th 1905. \$37.02

R. L. Pennington " " " " 37.02

G. M. Blankenship's claim \$252.50
Int from Oct & Dec - 1902.
Say two years.

5 per cent due Oct & Dec.

30.30
\$282.80
14.14

Blankenship et al

vs } Statement.

Duncan et al

A + T. L. Johnson
 Int from Sept 8th 1902
 1904.
 Int to 100 19th 1904. 2 yrs - 2nd + 11 days.
 Costs of suit as taxed \$47.54
 Costs paid heretofore 35.20 bal - 12.34
 Pr. Int & costs - - - 187.03
 5 per cent on Sale. 9.35
 \$196.38

To be paid down \$21.69
 " " " in 6 Mos. 87.34 1/2
 " " " " 12 " 87.34 1/2
 \$196.38

5/196.38
 39.28
 \$2.50 for dues

5/174.69	35.94	Johnson -	37.02
15		Bays -	5.50
24	10.8	Dehler -	5.65
20	37.02	Kincaid	43.37
46			91.54
45			
19			

As N. L. Johnson
of Calculation
School Property

\$196.38
Dunn 21.69
64 1/2 ms 174.69
Each rate \$ 87.34 1/2

Twelve months after date we promise to
pay to J. C. Hall, Commissioner, Eighty
seven dollars & 35-cents, for value received
of him, with interest from date, and we
waive the benefit of our homestead exemptions
as to this debt. Witness our hands & seals.
Nov 19th 1904.

Robt H. Cunningham

Seal

L. T. Hyatt

Seal

C. T. Lorrain

Seal

B. F. Carr

Seal

J. A. Hyatt

Seal

W. E. Orr Securing

Seal

Q

May 26 1905 - Cox B House p 18 ⁵⁷
May 26 1905 - Cox R L Pennington 18 ⁵⁷

Six Months after date we promise to
pay to J. C. Hall, Commissioner Eighty
seven dollars and 34 cents for value
received of him, ^{with interest from date of} and we waive the
benefit of our homestead exemptions
as to this debt. Witness our hands & seals,
Nov 19th 1904.

Robt L. Munro

seal

L. T. Hyatt

seal

C. T. Duncan

seal

J. A. G. Hyatt

seal

B. F. Clark

seal

W. E. Orr; Secretary

seal

- 87.35 -
87.34
174.69

At
May 16-1905 - Box B & Lawrence \$18 57
May 16 1908 - Box B & Burlington 18 57

Geo M. Blankenship
et al.
vs } Calculation &
 } rates.

C. L. Duncan et al.

10/20/08

Geo. M. Blankenship & others, Pl'ff

Vs.) In Chancery,

C. T. Duncan & others, trustees, Defendants,

This cause came on this, Mar. 24, 1903, in vacatio n ##

#####.

On consideration, it is ordered and decreed, that M. G. Ely, who is hereby appointed a special commissioner for that purpose do take and make a report to this Court, showing who have liens, the amount of same and their priorities against the property in the bill mentioned and described.

N-O-T-I-C-E.

The parties in the above styled suit will take notice,
1903
that on the 17th day of April, at my office, in the town of Jonesville I will proceed to execute the decree, rendered in said cause by the Circuit Court of Lee County, of which the above is an extract, whan and where you are notified to attend with such evidence as will enable me to comply with the said order of Court.

Given under my hand this, the 2nd day of April, 1903.

M. G. Ely
Special Commissioner

H. M. Blankenship et al,
vs ³/₃ notice to to be and et,
L. J. Duncan et al to J. W. B.

The defendants further except to the confirmation of the attached report of said M. G. Ely, Com'r., as to the claim of A. & N. L. Johnson in said cause of \$154.75, because they, the said A. & N. L. Johnson have no lien upon the property in question, because the same was not perfected according to law; the time having expired in which the said A. & N. L. Johnson are allowed to perfect a mechanic's lien, as shown by their paper purporting to be a mechanic's lien. The last item furnished by said A. & N. L. Johnson was on Sept. 3, 1902; notice of said lien was not given until Jan. 21, 1903, nor was the same recorded until the 19th day of Jan., 1903.

Defendants' further objection to said lien is that only four of the seven defendants were given notice that said lien would be claimed, as shown by Exhibit "B" in plaintiff's bill. Defendants, therefore deny that said A. & N. L. Johnson

have any lien. *I because recorded in the "dead book" & not the "Mechanic's Lien Book" (2 Va. R. Reg. 503) & because notice was given after two of the defendants were deceased the same was attempted to be recorded.*

Es. Demere, A. M. Ginn, L. Hyatt
Attorneys for Defendants.

JONESVILLE INSTITUTE BY R. L. Pennington, W. A. Baker, L. T.

Hyatt and S. E. HOUK, Building Committee.

To J. W. & W. E. Orr, Debtor.

1902.

Nov. For Material furnished, and orders accepted by said building committee, in our favor from R. W. Vanhuss, General Contractor for the wood work, except third story, in repairing said building, and erecting additions thereto, and other contractors

as follows:

	\$
July 9". 5# nails	.20
" 12". 6# nails	.24
" 15". 6# nails	.24
Aug. 20". 10 gal. paint	17.00
" 22nd. 2 Bbls. Cement	5.63.
" 29". Order from Marian Denny-- Rock work.	8.75
Sept. 3rd. 15# nails	.60
" 13". Accepted order from R. W. Vanhuss.	59.15
" 24". Accepted order W. C. Talley--painting.	100.00
Oct. 8". 12123 brick, at \$9.00	109.10
1200 brick, to Bill Garrett; at \$8.00	9.60
Nov. 22nd. Paid J.K.P. Graham, work on chimneys	10.00
Dec. 11". 3# nails	.12
	<hr/> 320.63
Sept. 11" By cash from Elcanah Flanery	10.00
Balance Due	<hr/> \$ 310.63

VIRGINIA, LEE COUNTY, TO-WIT:

I, W. E. Orr, member of the firm of J. W. & W. E. Orr, do solemnly swear that the foregoing account against the Jonesville Institute is correct and just, and that the balance of \$310.63, shown above, and interest thereon from December, 11th, 1902, is justly due and unpaid. So help me God.

W E Orr

Sworn to and subscribed before me this the 26 day of December, 1902.

H. C. Joslyn J.P.

We, J. W. & W. E. Orr hereby declare our intention to claim the benefit of the above and foregoing lien for \$310.63, with interest thereon from December, 11", 1902, until paid against the Jonesville Institute, the same being the brick and framed school building at Jonesville, Virginia, of that name, and the lot of land ^{on} which the said building is located. December, 26", 1902.

J W & W E Orr

To C.T.Duncan, R.L.Pennington L.T.Hyatt, W.A.Baker, J.A.G. Hyatt, D.C.Sewell and A.M.Coins, Trustees of the school property at Jonesville, Virginia, known as Jonesville Institute--Gentlemen:- You will please take notice that the amount and character of our ^{claimed} lien by us against said property is fully and correctly set forth in the foregoing account, affidavit and declaration, and which we

J. W. & W. E. Orr
Lo³ Notice & here
C. T. Duncan et als Trustees

We accept legal service
of the within notice.
Decr 26th 1902.

Robt H. Cunningham

A. M. Gains

H. A. Baker

J. A. Hyatt

L. J. Hyatt

D. C. Sewell Trustee

C. T. Duncan

At the office of M. G. Ely, special commissioner in the Chancery, cause of G. M. Blankenship and others, against C. T. Duncan, trustee and others, pending in the Circuit Court of Lee County, Va. to take an account pursuant to notice hereto annexed, at Jonesville, Apr. 17, 1903.

Present: G. M. Blankenship, Plaintiff, and Orr & Noel, his attorneys.

R. L. Pennington, Defendant, and attorney for the other defendants.

By agreement of parties by their counsel, no witness being present, this cause is continued till Apr. 18, 1903, at ten o'clock A. M. at the same place.

Given under my hand this the 17th day of April, 1903.

M. G. Ely.
Special commissioner.

The Commonwealth of Virginia,

Wise

To the Sheriff of the County of ~~Lee~~, Greeting:

WE COMMAND YOU, That you summon to I. Duncan, J. A. & Hyatt,
Reh. Pennington, D. C. Sewell, H. M. Miles, W. A. Baker,
L. T. Hyatt, E. V. F. Richmond and A. M. Goins, Trustees of
Big Stone Gap District High School, and R. M. Vanhuss,
G. B. Lee, William C. Tally, J. M. Carter, B. F. Kincaid and C. E. Cook
Trustee
to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the 1st Monday in February, 1903, to answer a
bill in chancery exhibited against them in our said court by
Geo. M. Blankenship, and A. Johnson, N. L. Johnson
Lumber dealers doing business under the Style & firm name
of A & N. L. Johnson, J. M. Orr & N. E. Orr merchants partners in
trade doing business under the Style & firm name of J. M. & N. E. Orr
And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the 2nd day of January, 1903, and in the 127th
year of the Commonwealth.

A. B. Munsey, Clerk.

Executed by delivering a copy of the within
Summons at Rules to Dr. H. M. Miles and

Dr. J. Richmond in Wise County Va.
On the 27th day of January 1903
C. L. Hughes D.S.

For W. Miller Dwe

Geo. M. Blankenship et als

vs. { SUBPEONA
IN CHANCERY.

C. T. Duncan et als Trustees

Ort & Noel p. q.

To 1st February Rules.

1903. Circuit Court.

Wise process, see -
- return other
- side.

\$1.00

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon L. J. Duncan, J. A. G. Hyatt
R. L. Permington, D. L. Sewell, H. M. Miles, W. A. Baker, L. T. Hyatt, S. V. L. Richmond
and A. M. Heins Trustees of Big Stone Gap District High School, and
R. W. Vanhurs, O. L. Lee, William L. Lally, J. M. Coatter, B. F. Kincaid
and L. E. Cook Trustee

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the 1st Monday in February 1903, to answer a
bill in chancery exhibited against them in our said court by

Geo M. Blankenship, A. Johnson & N. L. Johnson, Lumber dealers doing
business the style & firm name of A. J. N. L. Johnson, J. M. Orr & N. E. Orr
merchants partners in trade doing business under the style & firm
name of J. M. & N. E. Orr

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the 21st day of January, 1903, and in the 127th
year of the Commonwealth.

A. B. Munsey, Clerk.

A Copy

Teste A. B. Munsey Clerk

vs.

{

**SUBPEONA
IN CHANCERY.**

p. q.

To *Rules.*

Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon L. T. Duncan, J. A. Hyatt,
R. L. Pennington, D. L. Sewell, H. M. Miles, W. A. Baker, L. T. Hyatt,
S. O. F. Richmond and A. M. Harris Trustees of Big Stone Gap ^{District} High School,
and R. M. Vanhuss, O. L. Lee, William L. Tally, J. M. Carter, B. F. Kincaid
and L. E. Leuk Trustee

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the 1st Monday in February 1903, to answer a
bill in chancery exhibited against them in our said court by

Geo. M. Blankenship, A. Johnson & N. L. Johnson Lumber dealers doing
business under the style & firm name of A. & N. L. Johnson
J. M. Orr & W. E. Orr merchants & partners in trade doing business
under the style & firm name of J. M. & W. E. Orr

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the 2nd day of January, 1903, and in the 127th
year of the Commonwealth.

A. B. Munsey, Clerk.

A Copy

Teste: A. B. Munsey Clerk

vs. { **SUBPEONA**
 { **IN CHANCERY.**

p. q.

To _____ *Rules.*

_____ *Court.*

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon L. T. Duncan, J. A. Hyatt
R. L. Pennington, D. G. Sewell, H. M. Miles, W. A. Baker, L. T. Hyatt, S. O. F.
Richmond and A. M. Goins Trustees of Big Stone Gap District High School
and R. M. Vanhuss, O. G. Lee, William G. Lally, J. M. Carter, B. F. Kincaid
and L. E. Leuk Trustee

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be
held for the said court, on the 1st Monday in February 1903, to answer a
bill in chancery exhibited against Them in our said court by

Geo M Blankenship, A Johnson & N. L. Johnson, Lumber dealers
doing business under the style firm name of A. & N. L. Johnson
J. H. Orr & W. E. Orr merchants & partners in trade doing business
under the style firm name of J. H. & W. E. Orr

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court,
at the court-house, the 21st day of January, 1903, and in the 127th
year of the Commonwealth.

A. B. Munsey, Clerk.

Executed by delivering a true copy of the within demands
to within named parties J. M. Carter J. J. Hyatt
C. E. Cook, R. W. Van Dine C. J. Duncan
W. A. Baker, and William G. Tally &
J. C. Leavel. D. B. Byington D. J. for
W. J. Mulhearn L. L. C.

J. M. Blankenship et als

vs.

SUBPEONA
IN CHANCERY.

C. T. Duncan et als Trustees

Orr & Noel p. q.

To 1st February Rules.

1903. Circuit Court.

\$4.00

Shirley accept legal notice of the within
demands - this same Nov. 1903.
Robert H. Newington Trustee.
D. L. Lee
L. J. Shyane, Trustee
A. M. Lewis,
"

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon L. T. Duncan, J. A. Hyatt, R. L. Pennington, D. C. Serwell, H. M. Miles, W. A. Baker, L. T. Hyatt, S. O. F. Richmond and A. M. Goins Trustees of Big Stone Gap District High School and R. M. Vanhuss, O. C. Lee, William C. Tally, J. M. Carter, B. F. Kincaid and L. E. Leunk Trustees

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 1st Monday in February 1903, to answer a bill in chancery exhibited against them in our said court by

Geo M Blankenship, A Johnson & N. L. Johnson Lumber dealers doing business under the style & firm name of A & N. L. Johnson J. M. Orr & W. E. Orr Merchants & partners in trade doing business under the style & firm name of J. M. & W. E. Orr

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 2^{1st} day of January, 1903, and in the 127th year of the Commonwealth.

A. B. Munsey, Clerk.

A Copy

Liste; A. B. Munsey Clerk

Legal service of the within summons is
hereby accepted.

B. F. Kincaid

Signed _____
Seymour

VS. {
SUBPOENA
IN CHANCERY.

p. 4.

To

Rules.

Court.

B. F. Kincaid, del.
accepted, and served.